

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

FOX VALLEY CONSTRUCTION )  
WORKERS FRINGE BENEFIT FUNDS, )  
*et al.*, )

Plaintiffs, )

vs. )

LONNIE DANTZLER, d/b/a D AND B )  
CONSTRUCTION, )

Defendant. )

CIVIL ACTION

NO. 10 C 7300

JUDGE MATTHEW F. KENNELLY

**JUDGMENT ORDER**

This matter coming on to be heard upon the Motion of Plaintiffs, by their counsel, it appearing to the Court that the Defendant, LONNIE DANTZLER, d/b/a D AND B CONSTRUCTION, having been regularly served with process and having failed to appear, plead or otherwise defend, and default of said Defendant having been taken, the Court, first being fully advised in the premises and upon further evidence submitted herewith, FINDS:

1. It has jurisdiction of the subject matter herein and of the parties hereto.
2. The Defendant is bound by the terms of the collective bargaining agreement referred to in Plaintiffs' Complaint.
3. The Defendant is obligated to report and pay contributions to each of the Plaintiff Funds on behalf of its bargaining unit employees in accordance with the collective bargaining agreement.

4. The Defendant is bound by all the terms and conditions set forth in the Agreements and Declarations of Trust governing the Plaintiff Funds.

5. Defendant has made available to the Plaintiffs its payroll books and records for the purpose of taking an account as to all employees of the Defendant performing work covered by the collective bargaining agreement to determine amounts due to Plaintiffs.

6. Plaintiffs, by the accounting firm of Levinson Simon Hein & Bilkey, P.C., caused an audit to be made to cover the period October 1, 2009 through June 30, 2010.

7. Upon such audit, it is determined that Defendant owes Plaintiffs the amount of \$4,508.59 in contributions and \$450.86 in liquidated damages, for a total of \$4,959.45.

8. Plaintiffs are entitled to make a further audit of Defendant's payroll books and records to cover periods not previously audited by Plaintiffs.

9. Defendant has had employees covered by the collective bargaining agreement during the months of December 2009 and May 2010 through October 2010, and that these employees have submitted check stubs showing the number of hours worked by them for the Defendant. Based upon these check stubs, it has been determined that \$6,957.08 is due in contributions and \$695.71 is due in liquidated damages, for a total of \$7,652.79.

10. Pursuant to the Trust Agreements, a liquidated damages surcharge has been assessed against the Defendant in the amount of one (1%) percent of the total contributions untimely received, compounded monthly at one (1%) percent, for the period accrued through March 31, 2011, in the total amount of \$69.06.

11. Defendant has failed to timely pay all contributions required to be made to the Plaintiff Funds. Accordingly, as provided in the Agreements and Declarations of Trust governing the respective Funds, 29 U.S.C. §1132(g)(2) and 28 U.S.C. §1961, Plaintiffs are entitled to recover:

- (a) liquidated damages and interest on all contributions paid late or remaining unpaid;
- (b) the cost of auditing the payroll books and records of Defendant;
- (c) costs and expenses of the Trustees, including their reasonable attorneys' fees;
- (d) post-judgment interest; and
- (e) costs and attorneys' fees incurred in executing on, or otherwise collecting, this judgment.

12. Plaintiffs have incurred costs totaling \$1,746.00 and reasonable attorneys' fees totaling \$2,715.00.

13. There is no just cause for delay in the entry of a Judgment Order as to the sum of \$17,142.30 owed to the Plaintiffs from Defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. That Plaintiffs recover from the Defendant, LONNIE DANTZLER, d/b/a D AND B CONSTRUCTION, the sum of \$11,465.67 for contributions and \$1,215.63 for liquidated damages, for a total sum of \$12,681.30.

B. That Plaintiffs recover from the Defendant, LONNIE DANTZLER, d/b/a D AND B CONSTRUCTION, the sum of \$1,746.00 for their costs and \$2715.00 as and for Plaintiffs' just and reasonable attorneys' fees.

C. That Plaintiffs recover from the Defendant, LONNIE DANTZLER, d/b/a D AND B CONSTRUCTION, the total sum of **\$17,142.30**, plus post-judgment interest on said amount at the rate required by 28 U.S.C. §1961.

D. That Plaintiffs are awarded their costs and attorneys' fees to execute on, or otherwise collect, this judgment.

ENTER:

  
UNITED STATES DISTRICT JUDGE

DATED: 5-26-11

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